**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

**ORDINARY ORIGINAL CIVIL JURISDICTION**

**SUIT NO. 2371 OF 1998.**

The Mahanagar Telephone Nigam Ltd., a Government company, incorporated under the Companies Act 1956, and having its registered office at Jeevan Bharati Tower No.1, 134, Cannaught Circus, New Delhi and having its Bombay Head Office at Telephone House, Prabhadevi, Bombay 400 025 and Accounts office TR among other places at (TRI MDV 1) at Textile Centre 34, PD Mello Road, Poona Street, Bombay-9. ... Plaintiff.

Versus.

Bhatt Suresh Chunilal
4, Gopal Bhuvan, 1st Bhandari
Cross Lane, Vadgadi, Mumbai-3. ... Defendant.

Ms. Jyotsna Thakkar for the Plaintiff.

None for the Defendant.

**CORAM : ABHAY S.OKA, J.**

**DATED : 16th July, 2007.**

**ORAL JUDGMENT.:**

1. The suit is kept under the caption of "Undefended suits for exparte decree". Heard the learned Counsel appearing for the Plaintiff. The Plaintiff has tendered on record an affidavit of Shri Sakharam Sonu Hanamghar, Senior Section Supervisor of the Plaintiff. The said affidavit is taken on record and marked "X" for identification. Along with the affidavit, the Plaintiff has tendered original bills on which the claim in the suit is founded. The bills are produced along with a list which is taken on record and

marked "Y" for identification.

2. Case of the Plaintiff is that the amounts payable under the telephone bills dated 1st February 1996 and 1st April 1996 have not been paid. In the suit the Plaintiff has prayed for further interest at the rate of 18% per annum.

3. The claim in the suit is proved by the Plaintiff by filing the affidavit of evidence of Shri Sakharam Hanamghar. The original bills tendered on record are proved by the said affidavit.

4. Though the Plaintiff is entitled to a decree, as there is no stipulation or contract regarding the payment of interest, the further interest rate of 6% per annum will have to be granted.

5. Hence there will be a decree in terms of prayer clauses (a) to (c) with a modification that the interest will be payable at the rate of 6% per annum from the date of institution of the suit till realisation.

6. Certified copy is expedited.

7. Refund of Court fee, if any, as per the Rules.

Judge.